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EXAMINER
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COLBERT, ELLA

ART UNIT	PAPER NUMBER
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3694

NOTIFICATION DATE	DELIVERY MODE
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10/07/2011

ELECTRONIC

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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<b>Office Action Summary</b>	<b>Application No.</b> 09/664,226	<b>Applicant(s)</b> LI ET AL.	
	<b>Examiner</b> ELLA COLBERT	<b>Art Unit</b> 3694	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 13 May 2011.
- 2a) ☐ This action is **FINAL**.                      2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1-52 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-52 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All    b) ☐ Some \*    c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- |  |   |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)          | 4) <input type="checkbox"/> Interview Summary (PTO-413)           |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____                                      |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)          | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____  | 6) <input type="checkbox"/> Other: _____                          |

### **DETAILED ACTION**

1. Claims 1-52 are pending. Claims 1, 6-9, 27, 32-35, and 47-49 have been amended in this communication filed 5/13/11 entered as Amendment/Argument After BPAI Decision.
2. The Objections to the Drawings from the prior Office Action still remain as set forth here below.

### ***Continued Examination Under 37 CFR 1.114***

A request for continued examination under 37 CFR 1.114 was filed in this application after a decision by the Board of Patent Appeals and Interferences, but before the filing of a Notice of Appeal to the Court of Appeals for the Federal Circuit or the commencement of a civil action. Since this application is eligible for continued examination under 37 CFR 1.114 and the fee set forth in 37 CFR 1.17(e) has been timely paid, the appeal has been withdrawn pursuant to 37 CFR 1.114 and prosecution in this application has been reopened pursuant to 37 CFR 1.114. Applicant's submission filed on 7/28/11 has been entered.

### **Claims Interpretation**

In determining patentability of an invention over the prior art, all claim limitations have been considered and interpreted as broadly as their terms reasonably allow. See MPEP § 2111.

Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988

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F.2d 1181,26 USPQ2d 1057 (Fed. Cir. 1993).

Applicant always has the opportunity to amend the claims during prosecution, and broad interpretation by the examiner reduces the possibility that the claim, once issued, will be interpreted more broadly than is justified. In re Pruter, 415 F.2d 1393, 1404-05, 162 USPQ 541,550-51 (CCPA 1969). See MPEP § 2111.

All claim limitations have been considered. Additionally, all words in the claims have been considered in judging the patentability of the claims against the prior art. The following language is interpreted as not further limiting the scope of the claimed invention. See MPEP 2106 II C.

Language in a method claim that states only the intended use or intended result, but the expression does not result in a manipulative difference in the steps of the claim.

Language in a system claim that states only the intended use or intended result, but does not result in a structural difference between the claimed invention and the prior art. In other words, if the prior art structure is capable of performing the intended use, then it meets the claim.

Claim limitations that contain statement(s) such as "if, may, might, can could", as optional language. As matter of linguistic precision, optional claim elements do not narrow claim limitations, since they can always be omitted.

Claim limitations that contain statement(s) such as "wherein, whereby", that fail to further define the steps or acts to be performed in method claims or the discrete physical structure required of system claims.

USPTO personnel should begin claim analysis by identifying and evaluating each claim

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limitation. For processes, the claim limitations will define steps or acts to be performed.

For products, the claim limitations will define discrete physical structures or materials.

Product claims are claims that are directed to either machines, manufactures or compositions of matter. See MPEP § 2106 II C.

The subject matter of a properly construed claim is defined by the terms that limit its scope. It is this subject matter that must be examined. As a general matter, the grammar and intended meaning of terms used in a claim will dictate whether the language limits the claim scope. Language that suggests or makes optional but does not require steps to be performed or does not limit a claim to a particular structure does not limit the scope of a claim or claim limitation. The following are examples of language that may raise a question as to the limiting effect of the language in a claim:

- (A) statements of intended use or field of use,
- (B) "adapted to" or "adapted for" clauses,
- (C) "wherein" clauses, or
- (D) "whereby" clauses.

See MPEP § 2106 II C.

### ***Drawings***

The drawings are objected to because the drawings submitted on September 03, 2002 have the Sep 03 2002 stamp in the drawing figures. Corrected drawing sheets in compliance with 37 CFR 1.121(d) are required in reply to the Office action to avoid

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abandonment of the application. Any amended replacement drawing sheet should include all of the figures appearing on the immediate prior version of the sheet, even if only one figure is being amended. The figure or figure number of an amended drawing should not be labeled as "amended." If a drawing figure is to be canceled, the appropriate figure must be removed from the replacement sheet, and where necessary, the remaining figures must be renumbered and appropriate changes made to the brief description of the several views of the drawings for consistency. Additional replacement sheets may be necessary to show the renumbering of the remaining figures. Each drawing sheet submitted after the filing date of an application must be labeled in the top margin as either "Replacement Sheet" or "New Sheet" pursuant to 37 CFR 1.121(d). If the changes are not accepted by the examiner, the applicant will be notified and informed of any required corrective action in the next Office action. The objection to the drawings will not be held in abeyance.

### ***Drawings***

The drawings are objected to because the original drawings filed **except the drawing figures 2, 4, and 7** filed on 4/01/05 have the stamp in the drawing figure and need to be resubmitted.

. Corrected drawing sheets in compliance with 37 CFR 1.121(d) are required in reply to the Office action to avoid abandonment of the application. Any amended replacement drawing sheet should include all of the figures appearing on the immediate prior version of the sheet, even if only one figure is being amended. The figure or figure

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number of an amended drawing should not be labeled as “amended.” If a drawing figure is to be canceled, the appropriate figure must be removed from the replacement sheet, and where necessary, the remaining figures must be renumbered and appropriate changes made to the brief description of the several views of the drawings for consistency. Additional replacement sheets may be necessary to show the renumbering of the remaining figures. Each drawing sheet submitted after the filing date of an application must be labeled in the top margin as either “Replacement Sheet” or “New Sheet” pursuant to 37 CFR 1.121(d). If the changes are not accepted by the examiner, the applicant will be notified and informed of any required corrective action in the next Office action. The objection to the drawings will not be held in abeyance.

***Claim Rejections - 35 USC § 112***

The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

Claims 1 and 27 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention. Claim 1 recites “weighted in a non-binary manner”. This portion of the claim limitation as recited and amended is not found in Applicants’ Specification. All of the references in the Specification for “weighting” when

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given their broadest reasonable interpretation encompasses “weighting” in a “binary” aspect. For example, high quality, punctuality, post delivery support, and maintenance are all well-known to use numerical (binary) weighting when accessing each of these factors when selecting a supplier. The Specification on page 25, lines 6-10 specifically discusses the weighting percentages for each of these factors. This is interpreted as “weighted in a binary manner”. Claim 27 has a similar issue. Claims 2-26 and 28-52 carry the same deficiency as the rejected base claim and are therefore rejected for the similar rationale

### ***Claim Rejections - 35 USC § 112***

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claim s 1 and 27 are recites the limitation “selected from the set of suppliers” in claim 1, limitation four. There is insufficient antecedent basis for this limitation in the claim. This claim limitation recites “selected from the set of suppliers” but here is not any “selected from a set of suppliers” prior to this claim limitation. Claim 27 has a similar issue.

### ***Claim Rejections - 35 USC § 101***

35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.



Claims 27-52 are rejected under 35 USC 101 because the claimed invention is directed to non-statutory subject matter. The claims in the preamble recite “computer-readable media and when interpreted in the broadest reasonable interpretation are considered to encompass signals. The Applicants’ disclosure is silent with respect to what the computer-readable media encompasses.

***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein

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were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

Claims 1-15 and 27-41 are rejected under 35 U.S.C. 103(a) as being unpatentable over (US 6,260,024) Shkedy in view of (US 6,873,191) Kinney, Jr. et al., hereafter Kinney.

As per Claims 1 and 27, Shkedy teaches, A computer-implemented method for determining an optimal award schedule for at least partial satisfaction of a requisition, said method comprising: receiving from a buyer, over a computer network, public buyer constraints representative of said requisition (col. 1, lines 66-col. 2, line 9). Shkedy did not disclose, receiving from the buyer, over said computer network, a objective function including non-price criteria weighted in a non-binary manner. Kinney discloses, receiving from the buyer, over said computer network, a objective function including non-price criteria weighted in a non-binary manner (col. 4, lines 39-45 and lines 50-55 and col. 12, lines 24- 37, and col. 13, lines 36-39).

Shkedy further discloses, transmitting to a set of prospective suppliers, over said computer network, said buyer constraints (col. 5, lines 7-30). Shkedy did not disclose, receiving from each of a plurality of bidding suppliers selected from the set of suppliers, over said computer network, a bid responsive to public buyer constraints and utilizing, by a programmed computer, the objective function to select at least two of the bidding

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suppliers and determine an optimal award schedule for at least partial satisfaction of said requisition utilizing the at least two selected bidding suppliers. Kinney discloses, receiving from each of a plurality of bidding suppliers selected from the set of suppliers, over said computer network, a bid responsive to public buyer constraints (col. 3, lines 32-44) and utilizing, by a programmed computer, the objective function to select at least two of the bidding suppliers and determine an optimal award schedule for at least partial satisfaction of said requisition utilizing the at least two selected bidding suppliers, wherein said optimal award schedule includes information indicative of the manner in which each of said at least two selected bidding suppliers is to at least partially satisfy said requisition (col. 3, lines 36-44). It would have been obvious to one having ordinary skill in the art at the time the invention was made to incorporate the teachings of Kinney in Shkedy because this would allow Shkedy to have not only public buyer constraints representative of a requisition but to have bidding suppliers in addition to regular suppliers.

As per Claim 27: Shkedy discloses, Computer-readable media having encoded thereon software instructions (col. 9, lines 12-18). This independent claim is rejected for the similar rationale as given above for claim 1.

As per Claims 2 and 28, Shkedy teaches, wherein receiving said public buyer constraints from said buyer over said computer network comprises receiving a list of items to be supplied (col. 13, lines 7-29).

As per Claims 3 and 29, Shkedy teaches, wherein receiving said list of items comprises receiving a list in which at least one item in said list is a logical item that includes a list of

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items (col. 13, lines 7-29).

As per Claims 4 and 30, Shkedy teaches, wherein receiving said public buyer constraints comprises receiving a constraint selected from the group consisting of a maximum price said buyer is willing to pay for at least partial satisfaction of said requisition; and a non-price constraint required by said buyer for at least partial satisfaction of said requisition (col. 7, lines 20-42 and col. 13, lines 53-59).

As per Claims 5 and 31, Shkedy teaches, wherein said non-price constraint is selected from the group consisting of a desired time for at least partial satisfaction of said requisition; a desired quality for at least partial satisfaction of said requisition; and a desired quantity for at least partial satisfaction of said requisition (col. 13, lines 36-61).

As per Claims 6 and 32, Shkedy teaches, wherein receiving from each of a plurality of bidding suppliers over said computer network comprises receiving a bid including a proposed price for at least partial satisfaction of said requisition (col. 3, lines 39-57).

Shkedy did not expressly disclose that the plurality of suppliers are bidding suppliers. Kinney discloses that the plurality of suppliers are bidding suppliers in col. 8, lines 44-59. It would have been obvious to one having ordinary skill in the art at the time the invention was made to incorporate the teachings of Kinney in Shkedy because this would allow Shkedy to have bidding suppliers as well as non-bidding suppliers to bid on items.

As per Claims 7 and 33, Shkedy teaches, wherein receiving said bid from each of a plurality of bidding suppliers over said computer network comprises receiving a bid including a proposed price having a volume discount dependent on an extent to which

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said requisition is to be at least partially satisfied (col. 6, lines 18-28). Shkedy did not expressly disclose that the plurality of suppliers are bidding suppliers. Kinney discloses that the plurality of suppliers are bidding suppliers in col. 8, lines 44-59. It would have been obvious to one having ordinary skill in the art at the time the invention was made to incorporate the teachings of Kinney in Shkedy because this would allow Shkedy to have bidding suppliers as well as non-bidding suppliers to bid on items.

As per Claims 8 and 34, Shkedy teaches, wherein receiving said bid from each of a plurality of bidding suppliers over said computer network comprises receiving a bid including a fixed charge independent of an extent to which said requisition is to be at least partially satisfied (col. 10, lines 14-25). Shkedy did not expressly disclose that the plurality of suppliers are bidding suppliers. Kinney discloses that the plurality of suppliers are bidding suppliers in col. 8, lines 44-59. It would have been obvious to one having ordinary skill in the art at the time the invention was made to incorporate the teachings of Kinney in Shkedy because this would allow Shkedy to have bidding suppliers as well as non-bidding suppliers to bid on items.

As per Claims 9 and 35, Shkedy teaches, wherein receiving said bid from each of a plurality of bidding suppliers over said computer network comprises receiving a bundled bid offering to at least partially satisfy, for a bundled price, a requisition for a selection of items from said list of items (col. 15, lines 42-57). Shkedy did not expressly disclose that the plurality of suppliers are bidding suppliers. Kinney discloses that the plurality of suppliers are bidding suppliers in col. 8, lines 44-59. It would have been obvious to one having ordinary skill in the art at the time the invention was made to incorporate the

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teachings of Kinney in Shkedy because this would allow Shkedy to have bidding suppliers as well as non-bidding suppliers to bid on items.

As per Claims 10 and 36, Shkedy teaches, comprising facilitating an exchange of messages between a buyer and a supplier over said computer network (col. 16, lines 7-28).

As per Claims 11 and 37, Shkedy teaches, comprising facilitating the multi-casting of a message sent by said buyer to all suppliers (col. 16, lines 39-61 ).

As per Claims 12 and 38, Shkedy teaches, wherein determining an optimal award schedule comprises considering a performance attribute for a supplier (col. 16, line 62-col. 17, line 22).

As per Claims 13 and 39, Shkedy teaches, wherein considering a performance attribute comprises selecting an attribute from the group consisting of the supplier's reputation for prompt delivery, the supplier's reputation for quality, geographical location of the supplier, the supplier's reputation for support and maintenance, and a user-defined attribute (col. 20, lines 29-49).

As per Claims 14 and 40, Shkedy teaches, wherein considering a performance attribute comprises considering a weight supplied by said buyer, said weight being indicative of an extent to which said performance attribute is to be considered in determining said optimal award schedule (col. 25, lines 31-48).

As per Claims 15 and 41, Shkedy teaches, wherein considering a performance attribute comprises determining a price penalty on the basis of said weight and incorporating said price penalty in a bid received from said candidate supplier (col. 26, line 46-co1.27,

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line 8).

Claims 16-26 and 42-52 are rejected under 35 U.S.C. 103(a) as being unpatentable over (US6, 260,024) Shkedy in view of (US 6,873,191) Kinney, Jr. et al., hereafter Kinney and further in view of (US 6,647,373) Carlton-Foss.

As per Claims 16 and 42, Shkedy and Kinney failed to teach, wherein determining an optimal award schedule comprises applying a requirement that was not known to the suppliers. Carlton-Foss teaches, wherein determining an optimal award schedule comprises applying a private buyer constraint (col. 12, lines 8- 42). It would have been obvious to one having ordinary skill in the art at the time the invention was made to determine an optimal award schedule comprises applying a private buyer constraint and to modify in Shkedy because such a modification would allow Shkedy to identify the evaluation dimensions along with how heavily it should be weighted in selecting a winning bid.

As per Claims 17 and 43, Shkedy and Kinney failed to teach, wherein applying the private buyer constraint comprises applying a business rule. Carlton-Foss teaches, wherein applying the unknown requirement comprises applying a business rule (col. 12, line 43-68 and col. 13, lines 1-4). It would have been obvious to one having ordinary skill in the art at the time the invention was made to apply the unknown private buyer constraint comprises applying a business rule and to modify in Shkedy because such a modification would allow Shkedy to have a bid ranking that merges the ratings into a single rating taking into consideration the number of quantitative dimensions.

As per Claims 18 and 44, Shkedy and Kinney failed to teach, wherein applying a

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business rule comprises selecting a business rule from the group consisting of a business rule placing a limit on the number of selected suppliers, a business rule specifying properties of said selected suppliers, a business rule placing a limit on the number of items provided by a selected suppliers, a business rule placing a limit on the number of items provided by a cluster of selected suppliers, and a business rule placing a limit on an extent to which a selected supplier at least partially satisfies said requisition. Carlton- Foss teaches, wherein applying a business rule comprises selecting a business rule from the group consisting of a business rule placing a limit on the number of selected suppliers, a business rule specifying properties of said selected suppliers, a business rule placing a limit on the number of items provided by a selected suppliers, a business rule placing a limit on the number of items provided by a cluster of selected suppliers, and a business rule placing a limit on an extent to which a selected supplier at least partially satisfies said requisition (col. 9, lines 11-43). It would have been obvious to one having ordinary skill in the art at the time the invention was made to apply a business rule comprising selecting a business rule from the group consisting of a business rule placing a limit on the number of selected suppliers, a business rule specifying properties of said selected suppliers, a business rule placing a limit on the number of items provided by a selected suppliers, a business rule placing a limit on the number of items provided by a cluster of selected suppliers, and a business rule placing a limit on an extent to which a selected supplier at least partially satisfies said requisition and to modify in Shkedy because such a modification would allow Shkedy to terminate the bid if one or more of the conditions are not met. The type of business rule



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selected is given very little patentable weight because it is considered “non functional descriptive material that cannot render nonobvious an invention that would have otherwise been obvious”. *In re Ngai*, 367 F.3d 1336, 1339, 70 USPQ 2d, 1862, 1864 (Fed. Cir. 2004). *In re Gulak*, 703 F.2d 1381, 1385, 217 USPQ401, 404 (Fed. Cir. 1983) (when descriptive material is not functionally related to the substrate, the descriptive material will not distinguish the invention from the prior art in terms of patentability). Statements of intended use do not serve to distinguish structure over the prior art. See *In re Pearson*, 494 F.2d 1399, 1403, 181 USPQ 641, 644 (CCPA 1974); *In re Yanush*, 4778 F.2d 958, 959, 152 USPQ 235, 238 (CCPA 1967).

As per Claims 19 and 45, Shkedy and Kinney failed to teach, wherein placing a limit comprises selecting a limit from the group consisting of an upper bound and a lower bound. Carlton-Foss teaches, wherein placing a limit comprises selecting a limit from the group consisting of an upper bound and a lower bound (col. 11, lines 10-34).

As per Claims 20 and 46, Shkedy and Kinney failed to teach, wherein the extent to which a selected supplier satisfies said requisition is measured by a monetary value of said extent. Carlton-Foss teaches, wherein the extent to which a selected supplier satisfies said requisition is measured by a monetary value of said extent (col. 11, lines 35-54).

As per Claims 21 and 47, Shkedy and Kinney failed to teach, wherein applying unknown requirement comprises rejecting any bundled bid. Carlton-Foss teaches, wherein applying unknown requirement comprises rejecting any bundled bid (col. 12, lines 43-60).

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As per Claims 22 and 48, Shkedy, Kinney, and Carlton-Foss failed to teach, wherein applying the private buyer constraint comprises manually selecting a supplier for inclusion in said list of selected suppliers, but it would have been obvious to one having ordinary skill in the art at the time the invention was made to apply the private buyer constraint comprising manually selecting a supplier for inclusion in the list of selected suppliers because such a modification in Shkedy would allow Shkedy to have a list of suppliers that are handpicked for specific products. The manual selection of a supplier for inclusion in a listing of suppliers is well known to be performed by the buyer or purchasing person.

As per Claims 23 and 49, Shkedy, Kinney, and Carlton-Foss failed to teach, wherein applying the private buyer constraint further comprises manually specifying an extent to which said manually selected supplier is to at least partially satisfy said requisition, but it would have been obvious to have the manually specifying an extent to which a supplier is at least partially satisfy with the requisition because such a process can be performed either manually or electronically. It would have been obvious to one having ordinary skill in the art at the time the invention was made to have the process of specifying an extent to which the selected supplier is to at least partially satisfy the requisition to be performed manually and to modify in Shkedy because such a modification would allow Shkedy to have the ability to place the name of the supplier on paper using a pencil and applying a buyer constraint for the requisition (bid).

As per Claims 24 and 50, Shkedy and Kinney failed to teach, comprising generating by computer a code indicative of at least one reason for rejecting a losing bid. Carlton-Foss

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teaches, comprising generating by computer a code indicative of at least one reason for rejecting a losing bid (col. 6, lines 4-26). It would have been obvious to one having ordinary skill in the art at the time the invention was made to generate by computer a code indicative of at least one reason for rejecting a losing bid and to modify in Shkedy because such a modification would allow Shkedy to reject a losing bid if the bid is not submitted by the required date and time.

As per Claims 25 and 51, Shkedy and Kinney failed to teach, wherein generating said code comprises incorporating into said code information indicative of whether said losing bid was rejected on the basis of a reason selected from a group consisting of an excessive price and an inadequate performance attribute. Carlton-Foss teaches, wherein generating said code comprises incorporating into said code information indicative of whether said losing bid was rejected on the basis of a reason selected from a group consisting of an excessive price and an inadequate performance attribute (col. 6, line 51-col. 7, line 17 and lines 23-31, and col. 8, lines 43-65). It would have been obvious to one having ordinary skill in the art at the time the invention was made to generate said code comprises incorporating into said code information indicative of whether said losing bid was rejected on the basis of a reason selected from a group consisting of an excessive price and an inadequate performance attribute and to modify in Shkedy because such a modification would allow Shkedy to reject the bid if the price for the good or service is excessive.

As per Claims 26 and 52, Shkedy and Kinney failed to teach, further comprising selecting said requisition from the group consisting of a purchase of an item, a purchase

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of a group of items, a performance of a service, and a performance of a group of services. Carlton-Foss teaches, further comprising selecting said requisition from the group consisting of a purchase of an item, a purchase of a group of items, a performance of a service, and a performance of a group of services (col. 11, line 64-col. 12, line 7 and lines 18-21). It would have been obvious to one having ordinary skill in the art at the time the invention was made to selecting said requisition from the group consisting of a purchase of an item, a purchase of a group of items, a performance of a service, and a performance of a group of services and to modify in Shkedy because such a modification would allow Shkedy to have a price, service, warranty, configuration, installation, availability, delivery, and other characteristics for the item or items.

### ***Conclusion***

The prior art made of record and not relied upon is considered pertinent to Applicants' disclosure.

Walgren et al. (US 7,587,336) discloses an iterative constraint collection scheme.

### **Inquiries**

Any inquiry concerning this communication or earlier communications from the examiner should be directed to ELLA COLBERT whose telephone number is (571)272-6741. The examiner can normally be reached on a Flexible Schedule.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Kambiz Abdi can be reached on 571-272-6702. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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/Ella Colbert/  
Primary Examiner, Art Unit 3694

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